

In The Matter Of:
Great American Assurance v.
Braddy Preparatory Academy, et al.

Dr. Carroll Harrison Braddy
March 13, 2020

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Atlanta, Georgia 30329
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REGENCY-BRENTANO, INC.
Certified Court Reporters

Min-U-Script® with Word Index

Page 13

1 A Nicaragua, Dominican Republic, and, of
2 course, here in State of Georgia.
3 **Q And what is your position there?**
4 A CEO.
5 **Q Are there any other employees?**
6 A No.
7 **Q Are you an officer or owner of DAW**
8 **Investment Holdings?**
9 A Yes.
10 **Q What is DAW?**
11 A Just -- I want to make sure I answer this
12 question correctly. DAW is owned by Education System
13 Management.
14 **Q Okay. And you own Education System**
15 **Management?**
16 A Yes.
17 **Q Okay. Are there any other owners of DAW?**
18 A No.
19 **Q Okay. Are there any other owners of**
20 **Education System Management other than you?**
21 A No.
22 **Q What does DAW stand for?**
23 A My mother's name. Delores Ann Whatley.
24 **Q Okay. What does it do?**
25 A Nothing. It's the name of the property.

Page 15

1 A I'm appointed to the international board of
2 ministries.
3 **Q Can you explain that to me what that means?**
4 A The AWCF, which is the Apostolic World
5 Christian Fellowship, is the world's largest
6 fellowship of independent organizations and organ --
7 independent organizations and independent churches
8 throughout the world.
9 **Q And you are what in relation to that?**
10 A I'm on the board of international
11 ministries. So we oversee various regions.
12 **Q Okay. How long have you been in that**
13 **position?**
14 A I was appointed to that position a year
15 ago.
16 **Q And who makes that appointment?**
17 A The executive board.
18 **Q Okay. And what do you have to do in that**
19 **position?**
20 A Travel, training, establishing work,
21 building ministry, collaborating with other churches
22 and ministries in various faith-based organizations
23 throughout the world, and developing a collaboration
24 with them so that we can all be one.
25 **Q And do you do that just on behalf of the**

Page 14

1 It's the name that's in part of a property that it
2 owns. The purpose is to become a holding company for
3 future development properties.
4 **Q Okay. And right now what property does it**
5 **own?**
6 A It owns property. It owns approximately
7 15 acres of property around Dodson Drive. I don't
8 know the exact address.
9 **Q Out of the East Point -- what we've all**
10 **referred to as the East Point campus?**
11 A Yes.
12 **Q Okay. Anything else?**
13 A No, sir.
14 **Q Okay. Are you involved with any other**
15 **companies or organizations other than the ones we've**
16 **just gone over?**
17 A The Apostolic World Christian Fellowship.
18 **Q That's different from New Faith Apostolic?**
19 A Yes.
20 **Q And, and give me that name again.**
21 **Apostolic?**
22 A World Christian Fellowship.
23 **Q Okay. What do they -- what does that do?**
24 A It's a fellowship of churches.
25 **Q And what is your position in that?**

Page 16

1 **apostolic worship and fellowship organization, or**
2 **your Now Faith Apostolic organization, or some other**
3 **organization?**
4 A Now Faith Apostolic is a member of the
5 AWCF.
6 **Q Got you.**
7 **If you could, describe for me in layman's**
8 **terms what it is that Braddy Preparatory Academy**
9 **does.**
10 A Braddy Preparatory Academy is a K through
11 12 fully accredited academy that specializes in
12 working with students that have particular special
13 needs/specific special needs. We work with kiddos
14 with autism who are on the spectrum and a host of
15 other mental health or developmental disabilities.
16 **Q What about students that do not have any**
17 **particular challenges? Do you also have those sort**
18 **of students?**
19 A We do. We, we have students who may not
20 have any particular challenges. We encourage
21 admissions for students who may not have any
22 particular challenges because our belief is that
23 disability is not, in essence, a disability. It's a
24 gift.
25 **Q What sort of equipment, furniture, that**

Page 25

1 since you returned from East Lake to Moreland for
 2 Braddy Preparatory Academy's standard schooling
 3 functions, whether they be youth, adult, or
 4 whatever --
 5 A Yes.
 6 Q -- other than Moreland Avenue and Highway
 7 138 location?
 8 A Yes; at East --
 9 Q And where was that?
 10 A East Point.
 11 Q Okay. And that was the training
 12 workshops --
 13 A Training workshops.
 14 Q -- for the political entity?
 15 A Yes. And as well as the gymnasium.
 16 Q Okay. And what was the gym used for?
 17 A Physical education.
 18 Q For who?
 19 A For both Braddy Prep. And we allowed the
 20 Fulton Leadership Academy, which is a charter school.
 21 Q Are you affiliated in any way with that?
 22 A No.
 23 Q By "you," I mean you individually, or any
 24 of your entities.
 25 A No.

Page 27

1 students over, or...
 2 A No. We would host recreational activities
 3 that may have been our students, our direct students
 4 from Braddy Prep, or from the community.
 5 Q How would you go about doing that? Just
 6 let people know the gym will be open, and if you want
 7 to use it you can come use it?
 8 A You -- of course, school age. Everything
 9 is therapeutic. So it's bringing kids off the
 10 streets who are kicking a basketball around and
 11 allowing them to utilize the gym, of course, with
 12 coach, teachers, and, and with an objective always to
 13 develop character and to bring in mentoring and
 14 intervention.
 15 Q How would you go about arranging for that?
 16 Was this just you would put up a poster, or you would
 17 just put the word out the gym will be open these
 18 hours, or how would you go about that?
 19 A We'd reach out to various other
 20 organizations; the YMCA, which is another entity that
 21 we actually utilize, that we actually collaborate
 22 with. And that is twofold. One, having them to get
 23 the word out. A lot of the kids in that community
 24 are unin -- you know, they're free, free/reduced
 25 lunch, so they can't afford such activities. So we

Page 26

1 Q Okay. And so Fulton Leadership uses the
 2 gym on occasion?
 3 A They used it every day.
 4 Q Were they using it when you became involved
 5 with East Point?
 6 A Yes.
 7 Q Okay.
 8 A It was an acting school. It was a part of
 9 their -- we allowed them to utilize the gym for both
 10 recreation and physical education activities as well
 11 as classes.
 12 Q In the gym?
 13 A Yes.
 14 Q Did they utilize any other part of the
 15 campus other than the gym that you were aware of?
 16 Fulton Leadership Academy.
 17 A Not that I was aware of.
 18 Q Okay.
 19 A I'm sorry. I take that back. They
 20 utilized the volleyball court.
 21 Q Next to the gym?
 22 A Yes.
 23 Q Okay. You mentioned Braddy Preparatory
 24 Academy used the gym some.
 25 How would you do that? Would you bus

Page 28

1 reach out with the Y. We partner with the Y.
 2 Q Which location?
 3 A Andrew Young and I believe it's -- yeah.
 4 Andrew Young YMCA. We hosted summer school at Point
 5 for kiddos who were in Atlanta Public Schools.
 6 Q For who?
 7 A Kiddos. I'm sorry, students. Sometimes
 8 I'll say students or kiddos, but students.
 9 Q What is the word you're using there?
 10 A Kiddos.
 11 Q Oh, kiddos?
 12 A Yeah.
 13 Q Is that what you said?
 14 A Yeah.
 15 Q Okay. You did that at East Point?
 16 A Yes.
 17 Q And was that in the gym?
 18 A Both the gym and the classrooms in the
 19 admin at old main.
 20 Q Okay. And when did you first do that?
 21 A A year ago.
 22 Q Two thou -- summer of 2019?
 23 A Yes.
 24 Q How many students did you have?
 25 A I believe they had approximately 200.

Page 89

1 natural landscape. However, my concern had always
 2 been the trees and the power lines and certain things
 3 like that. So what I did do, I contacted the City of
 4 East Point. And knowing that the city is responsible
 5 for the power lines, I had the City of East Point to
 6 trim back the trees that, that were impeding or could
 7 impede, you know, the power lines. And that was
 8 during the repair process probably in May, I'm
 9 thinking, or some -- whenever we were repairing it.
 10 **Q Who, who at City of East Point did you deal**
 11 **with on that?**
 12 A East Point Power.
 13 **Q But, I mean, a name of a person.**
 14 **Do you remember the name of a person?**
 15 A No.
 16 **Q And the bulldozer that came in to clear**
 17 **vegetation, who was that?**
 18 A A guy by the name of Gregory Bryant.
 19 **Q Gregory Bryant?**
 20 A Yeah.
 21 **Q Did he do anything else out there other**
 22 **than bulldoze the vegetation from around the**
 23 **president's house?**
 24 A He did a lot of cleanup.
 25 **Q And by that, what do you mean? Chopping**

Page 91

1 units.
 2 **Q What was wrong with the old units?**
 3 A They were burned out; just not --
 4 **Q Just old?**
 5 A Yeah.
 6 **Q They were still there?**
 7 A They were still there. They were just --
 8 **Q Okay.**
 9 A -- they were just burned out. And we had
 10 to, we had to get the -- upgrade a new system in the
 11 library for the fire, fire system.
 12 **Q Okay.**
 13 A And we had to get the elevator -- Fulton
 14 County -- I believe it's the Fulton County engineer
 15 office; whoever inspects the elevators. We had to
 16 repair some things in the elevator. And, of course,
 17 we had to replace some tiles.
 18 **Q Ceramic tile, or ceiling tile?**
 19 A Ceiling tile.
 20 **Q Okay. What had happened to that?**
 21 A It was, it was, it was no longer there.
 22 **Q Just missing?**
 23 A Just missing. And it, and it would be like
 24 maybe one tile, and then other places it may be one
 25 tile. And we figured that it was probably due to the

Page 90

1 **down bushes? Mowing --**
 2 A Chopping down bushes.
 3 **Q -- brush?**
 4 A Cleaning gutters.
 5 **Q Who -- how do you know Mr. Bryant?**
 6 A He's a plumber. He was a plumber and did a
 7 lot of other construction types of work.
 8 **Q That he's done for you-all over the years?**
 9 A (Witness nods head.)
 10 **Q You're going to have to answer out loud,**
 11 **sir.**
 12 A Yes.
 13 **Q Okay. All right. Can you remember**
 14 **anything else other than what you've -- those three**
 15 **items?**
 16 A As far as?
 17 **Q Things that needed to be done to the campus**
 18 **before you-all could start utilizing it.**
 19 A We needed, we needed to replace -- we
 20 needed to fix the library door system.
 21 **Q What was wrong with it?**
 22 A It would not open. It's one of those newer
 23 type of doors where, you know, you press the handicap
 24 and it opens. So it would not open. Of course, the
 25 HVAC system for the library we had to replace several

Page 92

1 electrical that we had. We had to fix the electrical
 2 system.
 3 **Q What was wrong with it?**
 4 A It was something relative to the -- that
 5 was connected to the fire system. I don't know how,
 6 but it was, I don't know, something that the
 7 electrical -- something was dealing with, you know,
 8 electrical that we had to fix that was related to the
 9 fire that was related to all of the doors. You know,
 10 like if there was a fire and it went off, all the
 11 doors have to open or something.
 12 **Q Okay. Who did that for you?**
 13 A Between Guy, between Gregory, which his
 14 name was Guy.
 15 **Q I've got some invoices you produced about**
 16 **electrical work later. And I'll ask you --**
 17 A Okay.
 18 **Q -- when we get to that if it was somebody**
 19 **else.**
 20 **Okay. Anybody else you can think of?**
 21 A Paint.
 22 **Q Okay. Everywhere?**
 23 A No; certain places. There was, there was a
 24 large hole kind of opening in one of the walls in the
 25 administrative part. And we had to get that hole --

Page 93

1 it was more -- bigger than the patch, so it was --
2 **Q Sheetrock?**
3 A -- Sheetrock. So we had to cut --
4 **Q In the administrative building?**
5 A In the library there's an administrative
6 wing. And there are classrooms in the library.
7 **Q Okay.**
8 A So in the administrative wing, there was a
9 very large opening that led into another room. And
10 we had to replace that, that wall.
11 **Q Okay. Any problems like that anywhere else**
12 **that you were aware of?**
13 A We did some in Burns hall, which is the
14 administrative and classroom building. We had a few,
15 but it was not like -- it was not replacing a wall.
16 It was more or less a door, a door going into -- you
17 know if you don't have a door stopper, the handle
18 kind of --
19 **Q Which building was that?**
20 A Administrative and classroom building.
21 **Q Okay. Do you know what caused the hole in**
22 **the wall that required you to replace the wall in the**
23 **library?**
24 A No. It appeared to be when Point -- if
25 they were -- when they were moving out, it was --

Page 95

1 A -- flushing.
2 **Q Anything else?**
3 A He replaced a sink.
4 **Q In the administrative building?**
5 A Yes.
6 **Q It was still there?**
7 A Yes.
8 **Q Anything else?**
9 A There was some -- of course, we had to add
10 several units to the administrative building; HVAC
11 units to the administrative/classroom building. We
12 also had to -- in the gym, we had to build out the
13 stage. The stage was kind of delapidated a bit --
14 **Q Okay.**
15 A -- so we had to build that stage; take up
16 all the wood and lay -- build the stage back out. We
17 also had to fix the toilet system in the gym. It was
18 continuously running.
19 **Q Okay.**
20 A So he had to go in and replace some piping
21 and things like that. But this is all that I recall.
22 **Q Okay.**
23 A There were other things that, you know, we
24 were doing, so, I mean --
25 **Q All right.**

Page 94

1 whoever was moving out, you know, it appeared that
2 they kind of maybe bumped or dropped something, you
3 know, like a huge file cabinet and it just kind of
4 put a dent. But the dent kind of went straight down.
5 **Q Okay.**
6 A And so what we had to do was cut cause it
7 could not be patched. So, so what he did is he just
8 cut, you know, cut it out, put new Sheetrock, mudded
9 it, because that's -- that was required by the city
10 for us to get a permit.
11 **Q Okay.**
12 A For, for -- we received a permit. But for
13 us to get a CO, we had to make sure everything was
14 from that to, you know.
15 **Q Got you.**
16 **Anything else you can remember?**
17 A Yes. We had to -- we needed to install a
18 new toilet system in the administrative and classroom
19 building.
20 **Q What was wrong with the one there? Were**
21 **the toilets there?**
22 A Wear and tear, I would think.
23 **Q They were still there?**
24 A They were still there. It wasn't --
25 **Q Okay.**

Page 96

1 A Also -- I'm sorry, counsel.
2 **Q Go ahead.**
3 A -- a few questions, several questions back
4 you asked me other things that were -- we've used the
5 facilities for.
6 **Q Yes.**
7 A We've used the facilities for filming as
8 well.
9 **Q Filming?**
10 A Yes.
11 **Q What sort of filming?**
12 A Netflix needed a school to, to film their
13 sitcom in. And we --
14 **Q When was that?**
15 A Last year.
16 **Q 2019?**
17 A Yes.
18 **Q How long were they there?**
19 A They were there two weeks, and then they
20 came back.
21 **Q When are we talking about? Do you remember**
22 **what month?**
23 A It was maybe April.
24 **Q They were there for two weeks in April,**
25 **then they left?**

Page 157

1 **Q (By Mr. Bagley)** You gave me a list of things
2 you-all did earlier.
3 **You remember that earlier today?**
4 **A** Mm-hmm.
5 **Q** Was that list comprehensive as best you can
6 recall sitting here today about what has been done
7 since --
8 **A** Yes.
9 **Q -- April of 2018?**
10 **A** Yes.
11 **Q Okay. And would Braddy Prep have paid for**
12 **all of that, or would some other entity have paid for**
13 **it?**
14 **A** I would have, I would have paid for it.
15 **Q "I," meaning Braddy Prep?**
16 **A** "I," meaning myself or Braddy Prep.
17 **Q Okay. So it's possible that there is**
18 **documentation on the cost of some of these**
19 **renovations in your own personal checking account?**
20 **A** Yes; or Education System Management.
21 **Q Okay. Anyone else --**
22 **A** No.
23 **Q -- who may have paid for repairs or**
24 **renovations?**
25 **A** Not that I recall.

Page 159

1 **Q Okay.**
2 **A** The single-family house, useable; the
3 library --
4 **Q Okay.**
5 **A** -- useable; the gymnasium --
6 **Q Okay.**
7 **A** -- usable; and the administration building,
8 useable.
9 **Q And how long have they been usable? All**
10 **these been useable pretty much since the beginning,**
11 **or...**
12 **A** No. After, we had to, to make some
13 changes.
14 **Q The, the items you listed earlier?**
15 **A** Yes.
16 **Q Okay. The other buildings, what you --**
17 **what I hear you saying is you haven't really made a**
18 **determination on the other buildings, the remaining**
19 **buildings; is that correct?**
20 **A** Correct.
21 **Q Okay. Take a look at the next exhibit**
22 **which is 113. Let me know if you've -- you recognize**
23 **that document.**
24 **(Whereupon, the court reporter**
25 **marked Plaintiff's Exhibit No. 113**

Page 158

1 **Q Are you aware of anyone engaging a design**
2 **or construction expert to review the renovations and**
3 **the construction plans?**
4 **A** No.
5 **Q After you did those things that you**
6 **described earlier, were the buildings all useable?**
7 **MR. FORESTNER:** Objection to the form of
8 the question. You mean every building on
9 campus?
10 **MR. BAGLEY:** Yeah. And if there were any
11 that weren't, that's what -- I would ask him
12 which ones, or if it had not been determined; if
13 there are certain buildings that hadn't been
14 determined whether or not they were.
15 **THE WITNESS:** It hadn't been determined.
16 **Q (By Mr. Bagley) Okay. Regarding all of them?**
17 **A** Well, the -- yes. Let me -- three of the
18 buildings were useable.
19 **Q Which ones were they?**
20 **A** Actually, I'm sorry, one -- one, two -- the
21 president's house --
22 **Q Wait, wait.**
23 What are you saying now: Useable, or not
24 useable?
25 **A** Useable.

Page 160

1 **for identification.)**
2 **A** No.
3 **Q Do you know who FOCC is?**
4 **A** No.
5 **Q You-all -- were you aware that a**
6 **construction consultant, which I believe is what FOCC**
7 **is, was retained in December of 2018?**
8 **A** No.
9 **Q You were not aware of that?**
10 **A** Uh-uh.
11 **Q Okay. Had you-all established a timeline**
12 **for when you would move Braddy Prep operations into**
13 **the East Point campus?**
14 **A** Well, we wanted to be -- we wanted to
15 establish Braddy Prep East Point within 90 days.
16 **Q Of what?**
17 **A** Within 90 to 60 month -- 90 days to six
18 months.
19 **Q Of what?**
20 **A** 2018.
21 **Q But, I mean, what point in 2018? 90 to 60**
22 **days from, from when you first got the license?**
23 **A** Right. 90 days to six months.
24 **Q And what was that going to depend on?**
25 **A** Renovations, obtaining COs, obtaining

Page 177

1 this; outside of Exhibit -- if I'm not mistaken,
2 Exhibit 6. I think that's outside of Exhibit 6.
3 **Q Did -- you submitted it for approval to the**
4 **landlord.**
5 **And did they approve it?**
6 A I believe so. Yeah. I'm sure that they,
7 they gave, you know, approval.
8 **Q You mentioned earlier today that you**
9 **allowed a political party -- my understanding was you**
10 **believe it was the democratic party -- to utilize the**
11 **library some; is that correct?**
12 A Yes.
13 **Q And did, did you charge them for that?**
14 A Not that I recall. It's -- if you're, if
15 you're conducting training, we typically charge a
16 very nominal fee for training. And they -- that was
17 the training site. What we did receive was -- in, in
18 allowing them to utilize that facility for training,
19 they, in turn, upgraded our internet system or
20 something like that.
21 **Q How did they do that? You mean Wi-Fi?**
22 A Yeah. It's very difficult to get Wi-Fi.
23 So they were actually able to upgrade the Wi-Fi
24 system for the campus, which was way much more
25 valuable.

Page 179

1 A So we purchased furniture.
2 **Q How many desks and chairs are we talking**
3 **about being moved into the library back in 2018?**
4 **Would you know?**
5 A I wouldn't know.
6 **Q Who would know? Would that be documented**
7 **somewhere?**
8 A We'd have to ask Abbey. No. No.
9 **Q What -- was anything else moved into the**
10 **library you recall?**
11 A No.
12 **Q Okay. Was any property or equipment moved**
13 **into any of the other buildings?**
14 A Yes.
15 **Q Okay. Tell me which ones.**
16 A Administration and old main.
17 **Q Admin?**
18 A And old main.
19 **Q Those are two separate buildings, right?**
20 A Mm-hmm.
21 **Q What was moved into admin?**
22 A Office cubicles. Office furniture.
23 **Q How much?**
24 A Probably 30, 30 desks.
25 **Q 30?**

Page 178

1 **Q They did it for the whole campus?**
2 A Well, the -- whatever they utilized, it
3 was -- it, you know, gave rise to the entire campus
4 being able to have Wi-Fi.
5 **Q Okay.**
6 **MR. FORESTNER:** Is that the heart of the
7 campus you're talking about?
8 **THE WITNESS:** Yeah. Yes, sir.
9 **Q (By Mr. Bagley) In April, May, June, July of**
10 **2018, had Braddy Prep moved furniture, desks, and**
11 **equipment into the -- to each of the buildings on the**
12 **campus?**
13 A Not each of the buildings.
14 **Q Which buildings had you moved any business**
15 **personal property into?**
16 A Into the library.
17 **Q Okay.**
18 A Desks, chairs.
19 **Q Where did those come from?**
20 A Storage.
21 **Q On the property there; the warehouse?**
22 A No. We, we moved -- we had -- we purchased
23 furniture and we put this furniture in storage. And
24 then whenever we need furniture, we go and we get it.
25 **Q Okay.**

Page 180

1 A Yes.
2 **Q Where did they come from?**
3 **And when are you talking about? Was this**
4 **April or May of 2018?**
5 A No.
6 **Q When would this have been?**
7 A Maybe July; poss -- maybe, maybe July. I
8 don't recall, but it was in 2018.
9 **Q Did anybody ever use those? Did you ever**
10 **put staff over there to occupy those desks?**
11 A No. We just had staff go and set -- you
12 know, put the desks --
13 **Q Okay.**
14 A -- as we were preparing.
15 **Q Okay. Was anything else moved into the**
16 **administration building other than the 30 desks?**
17 A Desks; school desks.
18 **Q Into the administration building?**
19 A No. I'm sorry. Old main.
20 **Q Okay. How many desks in old main?**
21 A I don't, I don't recall.
22 **Q Okay. Did you fill the building up with**
23 **desks?**
24 A No.
25 **Q Okay.**

DECLARATION OF C. HARRISON BRADDY

My name is Dr. C. Harrison Braddy, and I am over the age of 18, suffer from no legal disabilities, and base this Declaration on my own personal knowledge.

1.

I am the CEO of Braddy Preparatory Academy, Inc. (hereafter "Braddy Prep."). As CEO, I asked Ms. Lorraine Brooks to obtain insurance coverage for fifteen (15) buildings Braddy Prep. intended to lease with the option to purchase (hereafter the "Lease"). These buildings were known as the "East Point Campus."

2.

While negotiating the Lease with Education Capital Solutions, LLC (hereafter "Education Capital"), Education Capital agreed to grant Braddy Prep. a license throughout the month of April so we could use the properties while each party finalized negotiations for the Lease.

3.

On March 29, 2018, I asked Ms. Brooks to secure insurance coverage for the East Point Campus per the terms of the license.

4.

On April 2, 2018, Braddy Prep. received a Certificate of Property Insurance for the East Point Campus, issued by Great American Assurance Company (hereafter



BDP0001

“Great American”) from Powers-Leavitt Insurance Agency, Inc. (hereafter “Powers-Leavitt”), agreeing to provide various insurance coverage for the East Point Campus for approximately 30 days, or the duration of the license.

5.

Prior to April 27, 2018 I asked Ms. Brooks once again to finalize insurance coverage for the East Point Campus, as Braddy Prep. and Education Capital were close to finalizing the Lease. I made Ms. Brooks aware of Braddy Prep.’s intention to renovate the East Point Campus once entered into the Lease.

6.

On May 1, 2018, Braddy Prep. received a Certificate of Property Insurance, issued by Great American from Powers-Leavitt, agreeing to provide various insurance coverage for the East Point Campus pursuant to the Lease.

7.

Soon after Braddy Prep. entered into the Lease, we began renovations to the East Point Campus. These renovations continued through the summer and into August and September.

8.

Between August 2, 2018 and August 9, 2018, my employees alerted me to damage to some of the East Point Campus buildings following a severe storm on

August 2, 2018. I asked Ms. Brooks to call Great American and file a property insurance claim (hereafter "the Claim").

9.

On or about August 15, 2018, an adjuster from Great American and an engineer inspected the East Point Campus. I had no issue letting the adjuster or the engineer inspect the interior of the East Point Campus, yet they only inspected the exteriors of the buildings.

10.

On or about August 21, 2018, I retained Russell Hart, a public adjuster, to represent Braddy Prep.'s interests in the Claim. Mr. Hart was present for a second inspection on August 22, 2018, with Great American's adjuster and engineer.

11.

Mr. Hart and Great American's adjuster and engineer inspected the East Point Campus a third time on or about September 5, 2018.

12.

On September 18, 2018, I received a letter from Great American's counsel, requesting an Examination Under Oath of myself and Ms. Brooks, and three pages-worth of documentation and information requests, including a Sworn Statement in Proof of Loss.

13.

I began the lengthy preparation for the Examination Under Oath and began collecting documentation and information to comply with the request and to complete the proof of loss.

14.

I had every intention of sitting for the Examination Under Oath and to complete the proof of loss. I never outright refused to provide it.

15.

I continued to prepare for the Examination Under Oath and searched for available dates when I received a Complaint for Declaratory Judgment from Plaintiff's counsel on October 29, 2018.

16.

From August 9 until present, Plaintiff has never asked about the renovations of the East Point Campus or our use of those buildings.

17.

Since the filing of the instant action, Braddy Prep. has attempted to file two additional claims with Plaintiff: one for vandalism, another for damage stemming from a fallen tree. Plaintiff has refused to investigate these claims and has instead instructed us to wait until this current action is resolved.

18.

If Plaintiff rescinds its Policy with Braddy Prep., not only will Braddy Prep. be in breach of its lease agreement with Education Capital, but it will be completely open to liability for any acts or losses that occur on any building owned by Braddy Prep.

Pursuant to 28 U.S.C. § 1746, I declare by my signature below that the foregoing is true and correct, under penalty of perjury.

Signed this 9th day of December, 2018.



C. Harrison Braddy, CEO, Braddy Preparatory Academy, Inc.